

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

WINSLOW TECHNOLOGY GROUP,  
LLC,

Plaintiff,

v.

POWER HOME SOLAR, LLC d/b/a PINK  
ENERGY,

Defendants.

**COMPLAINT**

No. 3:22-cv-00430

(Jury Trial Demanded)

Plaintiff Winslow Technology Group, LLC (“Plaintiff” or “Winslow”), for its Complaint against Defendant Power Home Solar, LLC d/b/a Pink Energy (“Defendant” or “Pink Energy”) states as follows:

**THE PARTIES**

1. Plaintiff is a Massachusetts limited liability company, with its principal place of business in Waltham, Massachusetts. All of Plaintiff’s member(s) are citizens of the Commonwealth of Massachusetts.

2. Defendant is a Delaware limited liability company, registered to do business in the State of North Carolina, with its registered office in Raleigh, North Carolina and its principal office in Mooresville, North Carolina.

**JURISDICTION AND VENUE**

3. The Court has subject matter jurisdiction over this case because Plaintiff is completely diverse from Defendant and the amount in controversy exceeds \$75,000, exclusive of interest and costs. *See* 28 U.S.C. § 1332(a)(1).

4. Venue is proper in this Court under 28 U.S.C. § 1391 by virtue of Defendant doing business in this District and having a principal office in this District, and because a substantial part of the events and/or omissions giving rise to these claims occurred in this District.

### **FACTUAL BACKGROUND**

5. Plaintiff is a technology company that provides a wide range of technical and security services, including cloud computing, cybersecurity, data center infrastructure, digital workspace solutions, end user computing, and other IT professional services.

6. As part of its suite of services, Plaintiff sells devices, computers, tablets, and other technical equipment to help their clients achieve their IT and cybersecurity goals.

7. In March 2022, Plaintiff entered into an agreement with Defendant whereby Plaintiff would sell Defendant dozens of devices and related equipment, including tablets, surface docks, adapters, keyboard covers, software, and related technology services.

8. The agreement between Plaintiff and Defendant was memorialized in several quotes which were subsequently executed via DocuSign by Eric Eckard, a Network Engineer-Lead for Defendant.

9. After the quotes were executed by Mr. Eckard, invoices were generated. The invoices reflected the quoted prices for the products and services, as well as applicable taxes.

10. Plaintiff delivered the products and services to Defendant in accordance with the parties' agreement.

11. Defendant accepted delivery of the products and services.

12. Defendant has not returned any of the products or services, nor has Defendant complained or otherwise conveyed any dissatisfaction with the products or services that it received from Plaintiff.

13. Defendant paid for a small portion of the products and services but failed to pay the total balance due and owing on its account. The unpaid invoices are attached hereto as **Exhibit A**.

14. Plaintiff attempted on several occasions to speak with Defendant by both phone and email about the unpaid balance, but Defendant was generally nonresponsive.

15. However, on or about July 12, 2022, James Carroll, Senior Director of Finance for Defendant, responded to one of Plaintiff's emails and stated: "We are working on a plan to get these taken care of. I will update you by the end of the week with our plan." The subject email is attached hereto as **Exhibit B**.

16. Based on Mr. Carroll's email, Plaintiff expected to receive a payment plan from Defendant on or before July 15, 2022.

17. Plaintiff did not receive any such payment plan from Defendant on or before July 15, 2022, as promised in the July 12, 2022 email.

18. Moreover, Plaintiff has not received any such payment plan from Defendant since the self-imposed July 15, 2022 deadline.

19. In fact, Plaintiff has not received any communications whatsoever from Defendant, Mr. Carroll, or any of Defendant's other employees about the unpaid balance since July 12, 2022.

20. On or about July 29, 2022, the undersigned sent a demand letter to Defendant on behalf of Plaintiff. The subject demand letter is attached hereto as **Exhibit C**.

21. The letter graciously included a demand for partial payment on or before August 5, 2022, with the remaining balance to be paid on or before September 2, 2022.

22. The letter was sent via certified mail to Defendant's registered address in Raleigh, North Carolina, with a courtesy copy mailed to Defendant's location in Concord, North Carolina. An electronic version of the letter was also sent to several of Defendant's employees via email.

The list of recipients included Defendant's President/COO, Senior Director of Finance (i.e., Mr. Carroll), and Senior Director of Compliance.

23. Defendant failed to make the partial payment by August 5, 2022, and has failed to otherwise respond to the demand letter or address the unpaid balance.

**COUNT ONE**  
**(Breach of Contract)**

24. Plaintiff re-alleges and incorporates the allegations in the preceding paragraphs as though fully set forth herein.

25. The executed quotes are a valid contract between Plaintiff and Defendant.

26. Pursuant to the agreement and the parties' understanding thereunder, Plaintiff was to provide products and services to Defendant in exchange for monetary payment.

27. Plaintiff performed and provided the products and services pursuant to the parties' agreement.

28. Defendant breached its obligations under the agreement when it failed to pay for the products and services it received and accepted from Plaintiff.

29. Defendant's failure to pay for the products and services constitutes a breach of contract.

30. As a direct and proximate result of Defendant's breach, Plaintiff has sustained damages in an amount to be determined at trial.

31. Based on the foregoing, Plaintiff is entitled to recover money damages from Defendant.

**COUNT TWO**  
**(Unjust Enrichment)**

32. Plaintiff re-alleges and incorporates the allegations in the preceding paragraphs as though fully set forth herein.

33. In the alternative, and to the extent that the Court determines that any of the documents at issue herein are not enforceable, Plaintiff pleads unjust enrichment.

34. Plaintiff has conferred upon Defendant the benefit of receiving the products and services outlined in **Exhibit A**.

35. Defendant consciously accepted this benefit.

36. The products and services were not conveyed gratuitously or by an interference in the affairs of Defendant.

37. By accepting and making use of the products and services without fully paying for them, Defendant was unjustly enriched.

38. It would be unjust and unconscionable for Defendant to retain such benefit without Plaintiff being paid or compensated.

39. Defendant's receipt and retention of such benefit has injured Plaintiff, who suffered and continues to suffer damages as a result of Defendant's acts and/or omissions.

40. Accordingly, Plaintiff is entitled to recover damages from Defendant including, but not limited to, restitution in the amount of Two Hundred Seventy-Two Thousand One Hundred Ninety-Four Dollars and Sixty-Eight Cents (\$272,194.68).

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully prays that the Court grant him the following relief:

1. A trial by jury on all issues so triable;
2. Damages incurred or to be incurred in excess of seventy-five thousand dollars (\$75,000), an exact amount to be proven at trial;
3. Restitution in the amount of Two Hundred Seventy-Two Thousand One Hundred Ninety-Four Dollars and Sixty-Eight Cents (\$272,194.68);
4. The costs of this action to be taxed against Defendants; and/or

5. An award for such other and further relief as may be just and proper.

This the 22<sup>nd</sup> day of August, 2022.

WAGNER HICKS PLLC

/s/ Meagan L. Allen

Sean C. Wagner, N.C. State Bar No. 50233  
Meagan L. Allen, N.C. State Bar No. 54317  
831 E. Morehead Street, Suite 860  
Charlotte, North Carolina 28202  
Telephone: (704) 705-7358  
sean.wagner@wagnerhicks.law  
meagan.allen@wagnerhicks.law

*ATTORNEYS FOR PLAINTIFF WINSLOW  
TECHNOLOGY GROUP, LLC*

## **Exhibit A**

Winslow Technology Group, LLC  
303 Wyman St, Suite 210  
Waltham, MA 02451  
www.winslowtg.com

## Invoice



BILL TO	
PowerHome Solar 919 N Main St Mooresville, NC 28115 USA	

SHIP TO	
PowerHome Solar ATTN: Eric Eckard (980) 296-5952; eeckard@powerhome.com 919 N Main St Mooresville, NC 28115 US	

INVOICE #	DATE	TOTAL DUE	DU DATE	TERMS	ENCLOSED
20220904	03/29/2022	\$127,160.60	04/28/2022	Net 30	

**CUSTOMER PO NUMBER**

WTGQ40056

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	GEN-EUC	Microsoft Surface Pro 7+ - 4G LTE Advanced	80	1,389.00	111,120.00T
	GEN-EUC	Microsoft Surface Pro Type Cover (M1725) - keyboard - with trackpad, accelerometer - QWERTY - US - black	80	100.00	8,000.00T
	Note	The above corresponds to quote # WTGQ40056	1	0.00	0.00T
	Total AvaTax	Sales Tax calculated by AvaTax on Tue 29 Mar 15:20:08 UTC 2022	1	8,040.60	8,040.60

Billing Contact:

Brendan Moynihan

AccountsReceivable@winslowtg.com

SUBTOTAL	127,160.60
TAX (0%)	0.00
TOTAL	127,160.60
BALANCE DUE	
	<b>\$127,160.60</b>

**Winslow Technology Group, LLC**  
 303 Wyman St, Suite 210  
 Waltham, MA 02451  
 www.winslowtg.com

**Invoice**



<b>BILL TO</b>	
PowerHome Solar 919 N Main St Mooresville, NC 28115 USA	

<b>SHIP TO</b>	
PowerHome Solar ATTN: Eric Eckard (980) 296-5952; eeckard@powerhome.com 919 N Main St Mooresville, NC 28115 US	

INVOICE #	DATE	TOTAL DUE	DU DATE	TERMS	ENCLOSED
20221014	03/31/2022	\$9,888.04	04/30/2022	Net 30	

**CUSTOMER PO NUMBER**

WTGQ40331

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	GEN-EUC	Microsoft Surface Dock - for Notebook/Tablet PC - USB 3.0 - 4 x USB Ports - 4 x USB 3.0 - Network (RJ-45) - DisplayPort - Audio Line Out - Wired	60	154.38	9,262.80T
	<b>Note</b>	The above corresponds to quote # WTGQ40331	1	0.00	0.00T
	<b>Total AvaTax</b>	Sales Tax calculated by AvaTax on Tue 05 Apr 16:01:56 UTC 2022	1	625.24	625.24

Billing Contact:

Brendan Moynihan

AccountsReceivable@winslowtg.com

SUBTOTAL	9,888.04
TAX (0%)	0.00
<b>TOTAL</b>	<b>9,888.04</b>
BALANCE DUE	
<b>\$9,888.04</b>	

Winslow Technology Group, LLC  
 303 Wyman St, Suite 210  
 Waltham, MA 02451  
 www.winslowtg.com

## Invoice



BILL TO	
PowerHome Solar 919 N Main St Mooresville, NC 28115 USA	

SHIP TO	
PowerHome Solar ATTN: Eric Eckard (980) 296-5952; eeckard@powerhome.com 919 N Main St Mooresville, NC 28115 US	

INVOICE #	DATE	TOTAL DUE	DU DATE	TERMS	ENCLOSED
20221122	04/14/2022	\$348.54	05/14/2022	Net 30	

### CUSTOMER PO NUMBER

WTGQ40662

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	GEN-EUC	V7 White Video Adapter Mini DisplayPort Male to HDMI Female - 3.94" HDMI/Mini DisplayPort A/V Cable for Monitor, Projector, MacBook, MacBook Pro, Audio/Video Device, iMac, LCD, Blu-ray Player, Cable Box - First End: 1 x Mini DisplayPort Male Digital Audio/Video - Second End: 1 x HDMI Female Digital Audio/Video - Shielding - White	50	6.53	326.50T
	Note	The above corresponds to quote # WTGQ40662	1	0.00	0.00T
	Total AvaTax	Sales Tax calculated by AvaTax on Thu 14 Apr 14:00:28 UTC 2022	1	22.04	22.04

Billing Contact:	SUBTOTAL	348.54
Brendan Moynihan	TAX (0%)	0.00
AccountsReceivable@winslowtg.com	TOTAL	348.54
	BALANCE DUE	
		<b>\$348.54</b>

Winslow Technology Group, LLC  
303 Wyman St, Suite 210  
Waltham, MA 02451  
www.winslowtg.com

## Invoice



**BILL TO**  
PowerHome Solar  
919 N Main St  
Mooresville, NC 28115 USA

**SHIP TO**  
PowerHome Solar  
ATTN: Eric Eckard  
(980) 296-5952;  
eeckard@powerhome.com  
919 N Main St  
Mooresville, NC 28115 US

INVOICE #	DATE	TOTAL DUE	DU DATE	TERMS	ENCLOSED
20221134	04/18/2022	\$804.90	05/18/2022	Net 30	

**CUSTOMER PO NUMBER**

WTGQ40330

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	GEN-EUC	V7 Black Video Adapter Mini DisplayPort Male to VGA Female - 3.94" Mini DisplayPort/VGA Video Cable for Projector, Monitor, Computer, Video Device - First End: 1 x Mini DisplayPort Male Digital Video - Second End: 1 x 15-pin HD-15 Female VGA - Shielding - Black	50	7.06	353.00T
	GEN-EUC	Tripp Lite Mini DisplayPort to DisplayPort Compact Adapter Video Converter M/F 1080p @ 60 Hz - Keyspan - 1 x DisplayPort Female Digital Audio/Video - 1 x Mini DisplayPort Male Digital Audio/Video - 1920 x 1200 Supported - Black	50	3.42	171.00T
	GEN-EUC	Rocstor Premium Slim Mini DisplayPort to HDMI Audio/Video Adapter - Slim HDMI to Mini DisplayPort - 1920x1200 1080p - for Projector, Monitor, MacBook, MacBook Air, MacBook Pro, Mac mini, Ultrabook, Desktop Computer - 1 Pack - 1 x Mini DisplayPort Male Digital Audio/Video - 1 x HDMI Female Digital Audio/Video - Black M/F - 1 Pack - 1 x Mini DisplayPort Digital Audio/Video Male - 1 x HDMI Digital Audio/Video Female - 1920 x 1200 Supported - Black	50	4.60	230.00T
	<b>Note</b>	The above corresponds to quote # WTGQ40330	1	0.00	0.00T

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	<b>Total AvaTax</b>	Sales Tax calculated by AvaTax on Mon Apr 18 12:11:23 UTC 2022	1	50.90	50.90

Billing Contact: **SUBTOTAL** 804.90  
 Brendan Moynihan **TAX (0%)** 0.00  
 AccountsReceivable@winslowtg.com **TOTAL** 804.90  
**BALANCE DUE** **\$804.90**

Winslow Technology Group, LLC  
303 Wyman St, Suite 210  
Waltham, MA 02451  
www.winslowtg.com

## Invoice



BILL TO	
PowerHome Solar 919 N Main St Mooresville, NC 28115 USA	

SHIP TO	
PowerHome Solar ATTN: Eric Eckard (980) 296-5952; eeckard@powerhome.com 919 N Main St Mooresville, NC 28115 US	

INVOICE #	DATE	TOTAL DUE	DU DATE	TERMS	ENCLOSED
20221136	04/18/2022	\$133,992.60	05/18/2022	Net 30	

**CUSTOMER PO NUMBER**

WTGQ40740

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	GEN-EUC	Microsoft Surface Pro 7+ - 4G LTE Advanced	80	1,469.00	117,520.00T
	GEN-EUC	Microsoft Surface Pro Type Cover (M1725) - keyboard - with trackpad, accelerometer - QWERTY - US - black	80	100.00	8,000.00T
	Note	The above corresponds to quote # WTGQ40740	1	0.00	0.00T
	Total AvaTax	Sales Tax calculated by AvaTax on Mon 18 Apr 12:14:54 UTC 2022	1	8,472.60	8,472.60

Billing Contact:

Brendan Moynihan

AccountsReceivable@winslowtg.com

SUBTOTAL	133,992.60
TAX (0%)	0.00
TOTAL	133,992.60
BALANCE DUE	<b>\$133,992.60</b>

## **Exhibit B**

**From:** James Carroll <[JCarroll@gopink.com](mailto:JCarroll@gopink.com)>  
**Sent:** Tuesday, July 12, 2022 2:36 PM  
**To:** Scott Winslow <[scott@winslowtechgroup.com](mailto:scott@winslowtechgroup.com)>  
**Cc:** Eric Eckard <[eeckard@gopink.com](mailto:eeckard@gopink.com)>; Donald Thein <[dthein@gopink.com](mailto:dthein@gopink.com)>; Linda Gebe <[lgebe@gopink.com](mailto:lgebe@gopink.com)>; Wes Dron <[wdrone@winslowtg.com](mailto:wdrone@winslowtg.com)>  
**Subject:** RE: Latest Update on \$272K in overdue invoices?

We are working on a plan to get these taken care of. I will update you by the end of the week with our plan.

Thank you,

James Carroll, CPA  
Senior Director of Finance  
PINKENERGY  
Mobile: (704) 400-7417  
[jcarroll@gopink.com](mailto:jcarroll@gopink.com)  
[www.gopink.com](http://www.gopink.com)



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**From:** Scott Winslow <[scott@winslowtechgroup.com](mailto:scott@winslowtechgroup.com)>  
**Sent:** Tuesday, July 12, 2022 2:35 PM  
**To:** James Carroll <[JCarroll@gopink.com](mailto:JCarroll@gopink.com)>  
**Cc:** Eric Eckard <[eeckard@gopink.com](mailto:eeckard@gopink.com)>; Donald Thein <[dthein@gopink.com](mailto:dthein@gopink.com)>; Linda Gebe <[lgebe@gopink.com](mailto:lgebe@gopink.com)>; Wes Dron <[wdrone@winslowtg.com](mailto:wdrone@winslowtg.com)>  
**Subject:** Latest Update on \$272K in overdue invoices?

James:

Is there any update on the \$272k in overdue invoices? Our payment terms are 30 days. We collect our Accounts Receivable in an average of 41 days. Pink Energy is now between 85 and 105 days as noted below. This is unacceptable. We delivered our solution in "good faith" and have been waiting for payment patiently (with no updates). Enough is enough. If we do not receive full payment by the end of this week (Friday, July 15), we will have no choice but to initiate a legal remedy to collect what is due to Winslow Technology Group, LLC.

03/29/2022	Invoice	20220904	PowerHome Solar	WTGQ40056	04/28/2022	105	127,160.60	127,160.60
03/31/2022	Invoice	20221014	PowerHome Solar	WTGQ40331	04/30/2022	103	9,888.04	9,888.04
04/14/2022	Invoice	20221122	PowerHome Solar	WTGQ40662	05/14/2022	89	348.54	348.54
04/18/2022	Invoice	20221134	PowerHome Solar	WTGQ40330	05/18/2022	85	804.90	804.90
04/18/2022	Invoice	20221136	PowerHome Solar	WTGQ40740	05/18/2022	85	133,992.60	133,992.60
							<b>Total</b>	<b>272,194.68</b>

**Scott Winslow**  
President  
Winslow Technology Group, LLC  
617-872-2260  
[scott@winslowtg.com](mailto:scott@winslowtg.com)



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**From:** Scott Winslow  
**Sent:** Monday, July 11, 2022 10:50 AM  
**To:** [JCarroll@gopink.com](mailto:JCarroll@gopink.com)  
**Cc:** Eric Eckard <[eeckard@gopink.com](mailto:eeckard@gopink.com)>; [dthein@gopink.com](mailto:dthein@gopink.com); Linda Gebe <[lgebe@gopink.com](mailto:lgebe@gopink.com)>; Wes Dron <[wdron@winslowtg.com](mailto:wdron@winslowtg.com)>  
**Subject:** RE: Update on \$272K in overdue invoices?

James:

Hi. I saw that you were out on Thursday and Friday. Any update on this payment? Thank you. Scott Winslow

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**From:** Scott Winslow  
**Sent:** Friday, July 8, 2022 7:10 AM  
**To:** [JCarroll@gopink.com](mailto:JCarroll@gopink.com)  
**Cc:** Eric Eckard <[eeckard@gopink.com](mailto:eeckard@gopink.com)>; [dthein@gopink.com](mailto:dthein@gopink.com); Linda Gebe <[lgebe@gopink.com](mailto:lgebe@gopink.com)>; Wes Dron <[wdron@winslowtg.com](mailto:wdron@winslowtg.com)>  
**Subject:** Update on \$272K in overdue invoices?

Hi James:

Is there any update on the \$272k in overdue invoices? These bills are from March and April. So that is between 80 and 100 days old at this point. We delivered these IT solutions in good faith with payment expected in 30 days. Now we are at 3x of that timeframe. We are a small company that manages our AR/AP carefully. This is negatively impacting our business and our cash flow.

We had suggested the following payment plan one week ago.

- **Payment #1:** Wire transfer of **\$137,048.64** for invoices 20220904 and 20221014 on or before **Friday, July 8<sup>th</sup>**.
- **Payment #2:** Wire transfer of **\$135,146.04** for invoices 20221122, 20221134, and 20221136 on or before **Friday, July 15<sup>th</sup>**.

Please advise. Thank you.

Scott Winslow, President and Founder

---

**From:** Scott Winslow  
**Sent:** Friday, July 1, 2022 6:54 AM  
**To:** [lgebe@gopink.com](mailto:lgebe@gopink.com)  
**Cc:** [ap@gopink.com](mailto:ap@gopink.com); [jramirez@gopink.com](mailto:jramirez@gopink.com); [showle@gopink.com](mailto:showle@gopink.com); [eeckard@gopink.com](mailto:eeckard@gopink.com); [smurphy@gopink.com](mailto:smurphy@gopink.com); [JCarroll@gopink.com](mailto:JCarroll@gopink.com); [dthein@gopink.com](mailto:dthein@gopink.com); Leo Casey <[lcasey@b2bcfo.com](mailto:lcasey@b2bcfo.com)>; Nino Blum <[nino@winslowtg.com](mailto:nino@winslowtg.com)>; Wes Dron <[wdron@winslowtg.com](mailto:wdron@winslowtg.com)>; Paul Komarov <[pkomarov@winslowtg.com](mailto:pkomarov@winslowtg.com)>  
**Subject:** RE: Scott Winslow, President of Winslow Technology Group, checking in on \$327K in overdue invoices

Hi Linda,

Thank you for the payment of \$55,317.02 via credit card. We appreciate that partial payment. Below is a list of the remaining outstanding invoices that are overdue. The total outstanding payment amount is \$272,194.68. We are between 42 days and 62 days beyond our 30 day payment terms with Pink Energy for those invoices. So that is between 72 days and 92 days in AP/AR on the remaining \$272,194.68.

Date	Transaction Type	Num	Customer	Customer PO Number	Due Date	Past Due	Amount	Open Balance
03/29/2022	Invoice	20220904	PowerHome Solar	WTGQ40056	04/28/2022	62	127,160.60	127,160.60
03/31/2022	Invoice	20221014	PowerHome Solar	WTGQ40331	04/30/2022	60	9,888.04	9,888.04
04/14/2022	Invoice	20221122	PowerHome Solar	WTGQ40662	05/14/2022	46	348.54	348.54
04/18/2022	Invoice	20221134	PowerHome Solar	WTGQ40330	05/18/2022	42	804.90	804.90
04/18/2022	Invoice	20221136	PowerHome Solar	WTGQ40740	05/18/2022	42	133,992.60	133,992.60
<b>Total</b>								<b>272,194.68</b>

Ideally, Pink Energy would remit payment for the entire balance of \$272,194.68 via a wire transfer to Winslow Technology Group, as you have done for payment of previous orders. If Pink Energy needs a more flexible arrangement to pay off the balance owed, WTG will accommodate the following payment schedule. We would want all of the AR/AP closed out by July 15.

- **Payment #1:** Wire transfer of **\$137,048.64** for invoices 20220904 and 20221014 on or before **Friday, July 8<sup>th</sup>**.
- **Payment #2:** Wire transfer of **\$135,146.04** for invoices 20221122, 20221134, and 20221136 on or before **Friday, July 15<sup>th</sup>**.

I will call to review. Thank you.

Scott

**Scott Winslow**  
President  
Winslow Technology Group, LLC  
617-872-2260  
[scott@winslowtg.com](mailto:scott@winslowtg.com)



---

**From:** Scott Winslow  
**Sent:** Monday, June 27, 2022 8:52 AM  
**To:** [lgebe@gopink.com](mailto:lgebe@gopink.com)  
**Cc:** [ap@gopink.com](mailto:ap@gopink.com); [jramirez@gopink.com](mailto:jramirez@gopink.com); [showle@gopink.com](mailto:showle@gopink.com); [eeckard@gopink.com](mailto:eeckard@gopink.com); Leo Casey <[lcasey@b2bcfo.com](mailto:lcasey@b2bcfo.com)>; Nino Blum <[nino@winslowtg.com](mailto:nino@winslowtg.com)>; Wes Dron <[wdron@winslowtg.com](mailto:wdron@winslowtg.com)>; Paul Komarov <[pkomarov@winslowtg.com](mailto:pkomarov@winslowtg.com)>; [smurphy@gopink.com](mailto:smurphy@gopink.com)  
**Subject:** RE: Scott Winslow, President of Winslow Technology Group, checking in on \$327K in overdue invoices

Linda:

Good morning. We are now between 70 days and 106 days on this AP/AR. We have no communication at all our your company's plans to pay your \$327k obligation. Can you or someone on the team provide an update? Can we expect a check this week?

Our next step will be to pursue legal action, but I much prefer to avoid that route. Please advise.

Scott Winslow

---

**From:** Scott Winslow  
**Sent:** Tuesday, June 21, 2022 8:52 AM  
**To:** [lgebe@gopink.com](mailto:lgebe@gopink.com)  
**Cc:** [ap@gopink.com](mailto:ap@gopink.com); [jramirez@gopink.com](mailto:jramirez@gopink.com); [showle@gopink.com](mailto:showle@gopink.com); [eeckard@gopink.com](mailto:eeckard@gopink.com); Leo Casey <[lcasey@b2bcfo.com](mailto:lcasey@b2bcfo.com)>; Nino Blum <[nino@winslowtg.com](mailto:nino@winslowtg.com)>; Wes Dron <[wdron@winslowtg.com](mailto:wdron@winslowtg.com)>; Paul Komarov <[pkomarov@winslowtg.com](mailto:pkomarov@winslowtg.com)>; [smurphy@gopink.com](mailto:smurphy@gopink.com)  
**Subject:** RE: Scott Winslow, President of Winslow Technology Group, checking in on \$327K in overdue invoices

Any update on this Linda? Winslow Technology Group, LLC, is a small company with 65 employees. We delivered our end user computing solution in *good faith*. We paid our supplier(s) in Mid April and Mid May respectively for these invoices. We provide 30 day payment terms to our customers. We are between 34 days and 69 days *beyond* those 30 day terms with Pink Energy. So that is between 64 days and 99 days in AP/AR. This is creating a "cash flow" issue for our company. Again, I am requesting full payment of these invoices this week. I don't think we are being treated fairly here....and would appreciate prompt payment. Adding Steve Murphy. Thank you. Scott

Date	Transaction Type	Num	Customer	Customer PO Number	Due Date	Past Due	Amount	Open Balance
03/14/2022	Invoice	20220737	PowerHome Solar	WTGQ39829	04/13/2022	69	27,199.60	27,199.60
03/14/2022	Invoice	20220736	PowerHome Solar	WTGQ39805	04/13/2022	69	27,392.05	27,392.05
03/29/2022	Invoice	20220904	PowerHome Solar	WTGQ40056	04/28/2022	54	127,160.60	127,160.60
03/31/2022	Invoice	20221014	PowerHome Solar	WTGQ40331	04/30/2022	52	9,888.04	9,888.04
04/14/2022	Invoice	20221122	PowerHome Solar	WTGQ40662	05/14/2022	38	348.54	348.54
04/14/2022	Invoice	20221123	PowerHome Solar	WTGQ40699	05/14/2022	38	725.37	725.37

04/18/2022	Invoice	20221134	PowerHome Solar	WTGQ40330	05/18/2022	34	804.90	804.90
04/18/2022	Invoice	20221136	PowerHome Solar	WTGQ40740	05/18/2022	34	133,992.60	133,992.60
<b>Total</b>							<b>327,511.70</b>	

**From:** Scott Winslow

**Sent:** Wednesday, June 15, 2022 8:28 AM

**To:** [lgebe@gopink.com](mailto:lgebe@gopink.com)

**Cc:** [ap@gopink.com](mailto:ap@gopink.com); [jramirez@gopink.com](mailto:jramirez@gopink.com); [showle@gopink.com](mailto:showle@gopink.com); [eeckard@gopink.com](mailto:eeckard@gopink.com); Leo Casey <[lcasey@b2bcfo.com](mailto:lcasey@b2bcfo.com)>; Nino Blum <[nino@winslowtg.com](mailto:nino@winslowtg.com)>; Wes Dron <[wdron@winslowtg.com](mailto:wdron@winslowtg.com)>; Paul Komarov <[pkomarov@winslowtg.com](mailto:pkomarov@winslowtg.com)>

**Subject:** Scott Winslow, President of Winslow Technology Group, checking in on \$327K in overdue invoices

Hi Linda:

My name is Scott Winslow. I am the President and Founder of Winslow Technology Group , LLC (founded in 2003). Our Director of Finance Nino Blum and B2B CFO Leo Casey escalated an issue to me yesterday afternoon that I wanted to review with you. I am writing to check the status of outstanding invoices that total \$327,511.70. See itemized detail below. Winslow Technology Group, LLC, is a small company with 65 employees. We delivered our end user computing solution in *good faith*. We paid our supplier(s) in Mid April and Mid May respectively for these invoices. As you can imagine, this is creating a "cash flow" issue for our company. Therefore, I am requesting full payment of these invoices at this time.

Date	Transaction Type	Num	Customer	Customer PO Number	Due Date	Past Due	Open Balance
03/14/2022	Invoice	20220737	PowerHome Solar	WTGQ39829	04/13/2022	54	27,199.60
03/14/2022	Invoice	20220736	PowerHome Solar	WTGQ39805	04/13/2022	54	27,392.05
03/29/2022	Invoice	20220904	PowerHome Solar	WTGQ40056	04/28/2022	39	127,160.60
03/31/2022	Invoice	20221014	PowerHome Solar	WTGQ40331	04/30/2022	37	9,888.04
04/14/2022	Invoice	20221122	PowerHome Solar	WTGQ40662	05/14/2022	23	348.54
04/14/2022	Invoice	20221123	PowerHome Solar	WTGQ40699	05/14/2022	23	725.37
04/18/2022	Invoice	20221134	PowerHome Solar	WTGQ40330	05/18/2022	19	804.90
04/18/2022	Invoice	20221136	PowerHome Solar	WTGQ40740	05/18/2022	19	133,992.60
<b>Total</b>							<b>327,511.70</b>

On Friday, May 6<sup>th</sup> (about 5 weeks ago) you kindly provided this update *below and attached*. Can you let us know here we stand at this point? Can we receive the payment for these invoices *this week*? These invoices range from 19 to 54 days *past due*. I will call to review.

Good Afternoon Nino,

We have received and processed your invoices.

I have sent a payment request to our finance department, once payment has been processed, your remittance will be emailed to you.

Linda Gebe, Accounts Payable Analyst

O1: 704-837-0362

Thank you.

**Scott Winslow**  
President  
Winslow Technology Group, LLC  
617-872-2260  
[scott@winslowtg.com](mailto:scott@winslowtg.com)



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## **Exhibit C**



**WAGNER HICKS PLLC**  
831 E. Morehead Street, Suite 860  
Charlotte, NC 28202  
(704) 705-7787

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**SEAN C. WAGNER**  
Attorney at Law  
(704) 705-7358  
sean.wagner@wagnerhicks.law

**VIA CERTIFIED MAIL AND EMAIL**

July 29, 2022

Steve Murphy  
President and COO  
POWER HOME SOLAR D/B/A PINK ENERGY  
2626 Glenwood Ave Ste 550  
Raleigh, NC 27608  
[smurphy@gopink.com](mailto:smurphy@gopink.com)

**Re: DEMAND FOR PAYMENT OF OVERDUE INVOICES**

Dear Mr. Murphy:

Our firm represents Winslow Technology Group, LLC (“Winslow”) regarding overdue and unpaid invoices submitted to Power Home Solar LLC d/b/a Pink Energy (“Pink Energy”) for computers, devices, software, and related services. Please direct all further communications regarding this matter to us.

Pink Energy engaged Winslow in March 2022 to purchase multiple computers, devices, software, and related technology services. While Pink Energy has paid a small portion of the total amount due and owing to Winslow, a significant unpaid balance remains. Winslow has attempted to contact Pink Energy on multiple occasions to discuss these outstanding invoices, to no avail. Your singular written response on this issue is an email from James Carroll to Mr. Winslow on Tuesday, July 12, 2022, wherein Mr. Carroll stated: “We are working on a plan to get these taken care of. I will update you by the end of the week with our plan.” The subject email is attached hereto as ***Exhibit A***.

Based on this correspondence, Winslow expected to receive a payment plan from you on or before July 15, 2022. Winslow has not received any such payment plan from Pink Energy. Nor has Winslow received any other communication from you or Pink Energy regarding the overdue invoices. We have included a table below which details all the outstanding invoices to date and their amounts due:

Date	Type	Number	Customer PO	Status	Past Due	Amount
3/29/2022	Invoice	20220904	WTGQ40056	UNPAID	122 days	\$127,160.60

3/31/2022	Invoice	20221014	WTGQ40331	UNPAID	120 days	\$9,888.04
4/14/2022	Invoice	20221122	WTGQ40662	UNPAID	106 days	\$348.54
4/18/2022	Invoice	20221134	WTGQ40330	UNPAID	102 days	\$804.90
4/18/2022	Invoice	20221136	WTGQ40740	UNPAID	102 days	\$133,992.60
					<b>TOTAL</b>	<b>\$272,194.68</b>

Pursuant to the terms of these invoices, payment was due within 30 days. As noted above, all of these invoices are more than 90 days past due. We understand that Pink Energy has previously acknowledged this unpaid obligation and even offered to provide a “plan to get these taken care of.” *See Exhibit A.*

Nevertheless, these invoices remain unpaid. Winslow has regularly reached out to Pink Energy for status updates on the payment of these invoices, but those efforts appear to have been fruitless. In fact, Mr. Winslow sent an email with a proposed payment schedule to Linda Gebe on Friday, July 1, 2022. However, Pink Energy has completely failed to provide an estimated payment date or otherwise resolve the unpaid invoices. As a small business, Winslow finds Pink Energy’s silence to be particularly concerning, given the significant amount outstanding and the fact that Pink Energy has already acknowledged its obligation to pay these invoices.

As a result of your actions described above, you may be liable for breach of contract, unjust enrichment, and/or unfair and deceptive trade practices in violation of North Carolina law. Therefore, Winslow demands that you:

- (1) Make an initial payment of \$136,000.00 to Winslow by close of business on August 5, 2022; and
- (2) Make a payment for the remaining \$136,194.68 by close of business on September 2, 2022.

If you do not make the initial payment of \$136,000.00 on or before August 5, 2022, we will assume that you are not interested in resolving this matter without court intervention.

Moreover, since you are now on notice of potential litigation, we demand that you take all necessary steps to preserve and not destroy, conceal, or alter any and all communications and documents relevant to this matter, including, for example and without limitation, emails, text and self-destructing messages, social media posts, posts on online review platforms, voicemails, records, files, and other data, wherever located and regardless of the format or media. Purposeful destruction of such evidence could result in penalties, including legal sanctions.

This letter is not intended as a full recitation of the facts or a complete review of applicable law. Nothing contained in or omitted from this letter is or should be deemed to be a limitation, restriction, or waiver of any of Winslow’s rights or remedies, either at law or in equity. Winslow



expressly reserves all of its legal and equitable rights and remedies, including the right to seek injunctive relief and recover monetary damages.

Again, we are amenable to an amicable resolution of this case. It is not our desire to engage in what could be a lengthy and expensive litigation for both sides. However, if we do not receive the initial payment of \$136,000.00 on or before August 5, 2022, we will assume that you are not interested in resolving this matter without court intervention.

Thank you for your prompt attention to this matter.

Sincerely,



Sean C. Wagner, Esq.

CC: James Carroll, *Senior Director of Finance*  
[jcarroll@gopink.com](mailto:jcarroll@gopink.com)  
Joshua Smith, *Senior Director of Compliance*  
[jsmith@gopink.com](mailto:jsmith@gopink.com)  
Linda Gebe  
[lgebe@gopink.com](mailto:lgebe@gopink.com)  
POWER HOME SOLAR D/B/A PINK ENERGY  
270 International Dr. NW  
Concord, NC 28027



**From:** James Carroll <[JCarroll@gopink.com](mailto:JCarroll@gopink.com)>  
**Sent:** Tuesday, July 12, 2022 2:36 PM  
**To:** Scott Winslow <[scott@winslowtechgroup.com](mailto:scott@winslowtechgroup.com)>  
**Cc:** Eric Eckard <[eeckard@gopink.com](mailto:eeckard@gopink.com)>; Donald Thein <[dthein@gopink.com](mailto:dthein@gopink.com)>; Linda Gebe <[lgebe@gopink.com](mailto:lgebe@gopink.com)>; Wes Dron <[wdrone@winslowtg.com](mailto:wdrone@winslowtg.com)>  
**Subject:** RE: Latest Update on \$272K in overdue invoices?

We are working on a plan to get these taken care of. I will update you by the end of the week with our plan.

Thank you,

James Carroll, CPA  
Senior Director of Finance  
PINKENERGY  
Mobile: (704) 400-7417  
[jcarroll@gopink.com](mailto:jcarroll@gopink.com)  
[www.gopink.com](http://www.gopink.com)



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